



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding ATIRA PROPERTY MANAGEMENT  
INC. and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      ET

### Introduction

This hearing was convened by way of conference call in response to an Application for Dispute Resolution filed by the Landlord August 08, 2022 (the “Application”). The Landlord applied for an order ending the tenancy early pursuant to section 56 of the *Residential Tenancy Act* (the “Act”).

C.G. appeared at the hearing as agent for the Landlord. The Tenant appeared at the hearing. I explained the hearing process to the parties. I told the parties they are not allowed to record the hearing pursuant to the Rules of Procedure (the “Rules”). The parties provided affirmed testimony.

The Landlord submitted evidence prior to the hearing. The Tenant did not submit evidence. I addressed service of the hearing package and Landlord’s evidence and the Tenant confirmed receipt of these.

The Landlord submitted videos that I cannot open or play due to the file type. I told C.G. this during the hearing. The Tenant had seen the videos and therefore I let C.G. re-submit them in a different format. C.G. did re-submit the videos; however, they are still in a format I cannot open or play and therefore I have not seen the videos or relied on them.

The parties were given an opportunity to present relevant evidence and make relevant submissions. I have considered all evidence provided. I will only refer to evidence I find relevant in this decision.

Issue to be Decided

1. Is the Landlord entitled to an order ending the tenancy early pursuant to section 56 of the *Act*?

Background and Evidence

A written tenancy agreement was submitted, and the parties agreed it is accurate. The tenancy started October 01, 2020, and is a month-to-month tenancy. The parties agreed rent is \$375.00 per month. Rent is due on the first day of each month.

C.G. described the following incidents which have occurred between the Tenant and staff of the Landlord.

On May 14, 2022, the Tenant asked staff to let them into their room. This interaction ended with the Tenant chasing a staff member around the lobby of the building in a threatening manner. The security guard had to get involved. The Tenant continued to be threatening towards the staff member and security guard.

On June 03, 2022, the Tenant approached the desk where staff were, punched the glass partition multiple times, kicked the door and made threats towards staff. The Tenant then reached through a hole in the glass and grabbed one of the staff members.

On August 04, 2022, the Tenant approached a security guard and threatened and swore at them. The Tenant raised their fist at the security guard in a threatening way. Staff had to intervene and tried to calm the Tenant down. The Tenant again said they were going to harm the security guard.

The Tenant was sent breach letters in relation to the incidents outlined above.

The Tenant testified as follows in relation to the above incidents.

In relation to the May 14, 2022, incident, the Tenant did chase a staff member but only for about 30 seconds. The Tenant chased the staff member because the staff member had made the Tenant wait an hour and a half to be let into the Tenant's room. The key card to the Tenant's room often does not work and the Tenant often loses it such that the Tenant needs staff to let the Tenant into their room. When a staff member finally came to the elevator to let the Tenant into their room, the staff member then said they

would not let the Tenant into their room because the Tenant was too angry. The Tenant “flipped out” at the staff member, screaming at and chasing them. Police came down from an upper floor and told the staff member to let the Tenant into their room.

In relation to the June 03, 2022, incident, the Tenant did punch the glass at the staff’s desk multiple times; however, the Tenant did not kick the door or threaten staff. The Tenant yelled and swore at staff about letting the Tenant into their room. This incident occurred because the Tenant needed staff to let the Tenant into their room and a staff member lied about being the only staff member available to watch the front desk. When other staff members came out of the back, the Tenant “flipped out” on the staff member. The staff member would not let the Tenant up to their room and when the staff member told the Tenant this the Tenant reached through the hole in the glass and grabbed the staff member.

In relation to the August 04, 2022, incident, the Tenant does not recall this. The Tenant is not saying this incident did not happen, the Tenant may have threatened the security guard, but the Tenant does not recall.

In reply, C.G. stated that although the incidents occurred when the Tenant was frustrated, staff members have talked to the Tenant about understanding the Tenant is upset but that violence is not tolerated at all and about other ways to deal with the frustration.

C.G. sought an Order of Possession effective one week after service on the Tenant.

The Landlord submitted the breach letters sent to the Tenant about the incidents outlined above.

### Analysis

Section 56 of the *Act* allows an arbitrator to end a tenancy early when two conditions are met. First, the tenant, or a person allowed on the property by the tenant, must have done one of the following:

1. Significantly interfered with or unreasonably disturbed another occupant or the landlord of the residential property;

2. Seriously jeopardized the health or safety or a lawful right or interest of the landlord or another occupant;
3. Put the landlord's property at significant risk;
4. Engaged in illegal activity that has (a) caused or is likely to cause damage to the landlord's property (b) adversely affected or is likely to adversely affect the quiet enjoyment, security, safety or physical well-being of another occupant of the residential property, or (c) jeopardized or is likely to jeopardize a lawful right or interest of another occupant or the landlord; or
5. Caused extraordinary damage to the residential property.

Second, it must be unreasonable or unfair to require the landlord to wait for a One Month Notice to End Tenancy for Cause issued pursuant to section 47 of the *Act* to take effect.

Pursuant to rule 6.6 of the Rules, the Landlord, as applicant, has the onus to prove the circumstances meet this two-part test. The standard of proof is on a balance of probabilities meaning it is more likely than not the facts occurred as claimed.

In relation to the May 14, 2022, incident, I accept that the Tenant chased a staff member in the lobby of the building because the Tenant acknowledged this. I accept that the Tenant “flipped out” at the staff member, screaming at and chasing them because the Tenant acknowledged this. I also accept that the incident caused police attention because the Tenant acknowledged this.

In relation to the June 03, 2022, incident, I accept that the Tenant punched the glass partition at staff members’ desk multiple times because the Tenant acknowledged this. I accept that the Tenant yelled and swore at staff because the Tenant acknowledged this. I accept that the Tenant “flipped out” on a staff member and then reached through a hole in the glass partition and grabbed the staff member because the Tenant acknowledged this.

In relation to the August 04, 2022, incident, I accept that the incident occurred as described by C.G. because the Tenant did not dispute this and did not recall if it occurred. Further, the Tenant acknowledged they may have threatened the security guard.

I accept that the Landlord has warned the Tenant that their behaviour is unacceptable based on the breach letters submitted.

I find the above incidents amount to a significant interference with, and unreasonable disturbance of, the Landlord. The Landlord is a company and includes the Landlord's employees. I find the behaviour of the Tenant serious because it is violent and threatening. Further, the behaviour has occurred three times despite the Tenant being warned about the behaviour being unacceptable. I also note that, during the hearing, the Tenant did not seem to understand the seriousness of their behaviour and seemed to think their explanations for the behaviour excused it. I do not find that the explanations provided excuse the behaviour which is unacceptable regardless of whether staff members refused to let the Tenant into their room as requested by the Tenant. There were other ways the Tenant could have dealt with the incidents outlined.

I accept that it would be unreasonable or unfair to require the Landlord to wait for a One Month Notice to End Tenancy for Cause issued pursuant to section 47 of the *Act* to take effect because the Tenant's behaviour is violent and threatening and has occurred three times despite warnings about the behaviour.

I am satisfied the Landlord has met the onus to prove the tenancy should end pursuant to section 56 of the *Act*. I issue the Landlord an Order of Possession for the rental unit which will be effective one week after service on the Tenant.

### Conclusion

The Landlord is issued an Order of Possession effective one week after service on the Tenant. This Order must be served on the Tenant and, if the Tenant does not comply with this Order, it may be filed and enforced in the Supreme Court as an order of that Court.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Act*.

Dated: September 21, 2022

---

Residential Tenancy Branch